

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

THE LINCOLN NATIONAL
LIFE INSURANCE COMPANY,

Plaintiff,

v.

Case No. 07-C-1140

H. THOMAS MORAN, II, Court-Appointed
Receiver of LYDIA CAPITAL, LLC,

Defendant

and

H. THOMAS MORAN, II, Court Appointed
Receiver of LYDIA CAPITAL, LLC,

Third Party-Plaintiff,

v.

CARROLL VANDENBUSH; ANGELINE
VANDENBUSH; GREG KNAFELC;
PROTECTIVE FINANCIAL SOLUTIONS, LLC;
STAMFORD INSTITUTIONAL FUND 2005A
LLC; STAMFORD PORTFOLIO
MANAGEMENT, LLC; THE STAMFORD
GROUP, INC.; ARGYLE EQUITY, INC.; and
IMMEDIATE LIFE SETTLEMENTS, INC.;

Third Party-Defendants.

ORDER FOR JUDGMENT

On January 9, 2010, the Receiver Thomas H. Moran II, entered into a Settlement Agreement and Partial Release (the "Settlement Agreement") with Greg Knafelc ("Knafelc") and Protective Financial Solutions, LLC ("PFS"). The Settlement Agreement required that Knafelc and PFS pay

to the Receiver the total sum of \$15,000.00 on or by March 31, 2010. The parties agreed in the Settlement Agreement that the Third Party Complaint against Knafelc and PFS would not be dismissed until five days after payment was made to the Receiver, as required by the Settlement Agreement.

On October 10, 2010, the Court was advised that the Defendants had not followed through with the settlement agreement. Specifically, they had not made the required payment. The Receiver filed a Motion to Enforce Settlement Agreement (Dkt. 83) requesting that the Court enter an order enforcing the Settlement Agreement and awarding the Receiver his reasonable attorneys' fees and costs associated with the Motion to Enforce Settlement Agreement. Knafelc and PFS objected to the Motion to Enforce Settlement Agreement, claiming that there was no consideration for the contractual Settlement Agreement. (Dkt. 84.)

The Court, by Order dated November 16, 2010, rejected Knafelc and PFS's argument, entered an Order granting the Receiver's Motion to Enforce Settlement Agreement, and ordered Knafelc and PFS to comply with the terms of the Settlement Agreement. (Dkt. 86.) The Court did not award attorney's fees and costs. (*Id.*)

On December 10, 2010 the Receiver filed a Motion for Judgment. (Dkt. 87.) The Receiver stated that Knafelc and PFS have failed to comply with the Court's November 16, 2010 Order enforcing the Settlement Agreement, and have failed to pay the \$15,000.00 due under the Settlement Agreement. Defendants Knafelc and PFS have not responded.

Based on the foregoing and the entire history in this matter, the Court concludes that the Receiver's Motion for Judgment should be granted. The Defendants entered into an agreement to settle the case and they have failed to comply with the terms of that agreement.

Accordingly, the Clerk is directed to enter Judgment in favor of the Receiver Thomas H. Moran, II and against Defendants Greg Knafelc and Protective Financial Solutions, LLC in the amount of \$15,000.00.

SO ORDERED this 8th day of February, 2011.

s/ William C. Griesbach
William C. Griesbach
United States District Judge